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GENERAL DECISION OF PRESSING MACHINE STANDARDS OF PRODUCTION

November 1, 1919.

Conferences between representatives of the Manufacturers' Association and the Amalgamated have been going on for several weeks in order that some standards of production may be established for the pressing machines which have been and are being introduced in the inside shops.

With the staff and facilities which are available it has been difficult to get complete data concerning all the pressing operations, but in order that some step toward establishing standards may be taken, a temporary standard for edge pressing is herewith established for work in so called "low grade" clothing.

The minimum standard for this operation shall be 250 edges per day per presser. This minimum standard is temporary and in no way affects the establishment of standards in the other pressing operations. In the other pressing operations the status quo of present production shall be maintained pending further study and investigation. As soon as the facts can be ascertained, consideration should be given to the other pressing operations and minimum standards established by agreement or by decision.

George L. Peep

Chairman.

GENERAL DECISION OF PRESSING MACHINE STANDARDS OF PRODUCTION

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V. J. D. [Signature]

Chairman.

82. DECISION IN CASE OF COHEN, ENDEL & CO.

November 3rd, 1919.

Complaint by Amalgamated represented by Mr. Stone.

Manufacturers' Association represented by Mr. Connor
and Mr. Endel of the firm.

The complaint, in substance, is that a lining cutter receiving \$34. should be raised \$1. a month until up to the \$41. scale for lining cutters. The man has been in the shop about two years as a trimmer and is so classed by the Amalgamated. The fact that the man participated in the recent general increases, it is claimed, proves that the firm recognized the man as a member of the cutting force; also the firm has so sectionalized the work that it is impossible for the man to learn other branches of lining cutting. The firm's representative contends that this is an exceptional case and that the employee is a mere boy, and not a skilled lining cutter; that he only marks and cuts patterns of pocket linings. This operation, it is claimed, can be learned quickly. The firm's representative also claims that a special agreement was made with a representative of the Amalgamated at the time of the last general increase that it would be the final increase for this particular employee for this season.

Ruled 1: The claim of a special agreement was not substantiated.

2. That in accordance with the agreement adopted by the Joint Industrial Council in June, 1919, to govern the cases of employees in cutting rooms paid below the present scales, and who have been less than three years in the trade, the man is to receive an increase of \$1. each three months until the prevailing market scale of wages for lining cutters is reached. This decision to be effective as of November 1st.

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Chairman

82. DECISION IN CASE OF COHEN, ENDEL & CO.

November 17th, 1918.

Complaint by Amalgamated represented by Mr. Stone.

Manufacturers' Association represented by Mr. Connor

and Mr. Endel of the firm.

The complaint, in substance, is that a lining cutter receiving \$34. should be raised \$1. a month until up to the \$41. scale for lining cutters. The man has been in the shop about two years as a trimmer and is so classed by the Amalgamated. The fact that the man participated in the recent general increase, it is claimed, proves that the firm recognized the man as a member of the cutting force; also the firm has no sectionalized the work that it is impossible for the man to learn other branches of lining cutting. The firm's representative contends that this is an exceptional case and that the employee is a mere boy, and not a skilled lining cutter; that he only makes and cuts patterns of pocket linings. This operation, it is claimed, can be learned quickly. The firm's representative also claims that a special agreement was made with a representative of the Amalgamated at the time of the last general increase that it would be the firm's increase for this particular employee for this season.

Rule 1: The claim of a special agreement was not substantiated.

2. That in accordance with the agreement adopted by the Joint

Industrial Council in June, 1918, to govern the cases of employees in cutting rooms paid below the present scales, and who have been less than three years in the trade, the man is to receive an increase of \$1. each three months until the prevailing market scale of wages for lining cutters is reached. This decision to be effective as of November 1st.

7X. DECISION IN CASE OF INTERNATIONAL TAILORING CO.

November 6, 1919.

Complaint by Clothing Trade Association represented by Mr. Wheaton, Mr. Rubesock and the manager and foreman of the firm.

Amalgamated represented by Mr. Weinstein and the shop chairman.

The complaint in substance is that the firm laid off eight cutters for one day, Saturday, because of shortage of work. Notice of this lay off was given on Friday and objections were made by the shop chairman and men. The claim is that the firm acted under its rights and within the letter of the agreement between the Amalgamated and the Clothing Trade Association. The shop chairman was to select the eight men to be laid off for one day. It was further contended that the shop chairman interfered with two men on Saturday who were asked to complete small finishing jobs.

The representative of the Amalgamated contended that the reason for interference was that the man doing the cutting was, according to the firm, only a damage cutter and errand boy. Objection was made to his cutting suits while mechanics were laid off.

1. The Chairman ruled:- Under the agreement between the Amalgamated and the Clothing Trade Association of New York, the firm has the right to put in division of work when work is slack.

2. The shop chairman is instructed not to interfere by ordering men to refrain from doing certain jobs since this is clearly outside his function. The firm was justified in asking the two men to do the small finishing jobs.

George L. Bell

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Chairman.

IX. DECISION IN CASE OF INTERNATIONAL TAILORING CO.

November 8, 1918.

Complaint by Clothing Trade Association represented by
Mr. Weston, Mr. Babcock and the manager and foreman of the firm.
Amalgamated represented by Mr. Weinstein and the shop chair-

man.

The complaint in substance is that the firm laid off eight
outlets for one day, Saturday, because of shortage of work. Notice
of this lay off was given on Friday and objections were made by the
shop chairman and men. The claim is that the firm acted under its
rights and within the letter of the agreement between the Amalgamated
and the Clothing Trade Association. The shop chairman was to select
the eight men to be laid off for one day. It was further contended
that the shop chairman interfered with two men on Saturday who were
asked to complete small finishing jobs.

The representative of the Amalgamated contended that the reason
for interference was that the men doing the cutting was, according to
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to his cutting suits while mechanics were laid off.

1. The Chairman ruled:- Under the agreement between the
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has the right to put in division of work when work is slack.

2. The shop chairman is instructed not to interfere by
ordering men to refrain from doing certain jobs since this is clearly
outside his function. The firm was justified in asking the two men
to do the small finishing jobs.

George T. Jones

Chairman.

83. DECISION IN CASE OF SAM'L ROSENTHAL & BROS.

November 10, 1919.

Complaint by Amalgamated represented by Mr. Stone.

Manufacturers' Association represented by Messrs. Elfelt, and Buchalter of the firm.

The complaint, in substance, is that a trimmer, employed by the firm before he was drafted into the army, should be considered as a member of the firm's working force now that he has been demobilized and should be reinstated.

The facts show that the firm worked on a division of work basis for two weeks from Sept. 29, 1917 and that the trimmer went to another shop where he was engaged in the making of uniforms. He worked in that shop until the date on which he was drafted, June 2, 1918. The Manufacturers' representative contended that if the man had returned to the firm after the division of time period and had worked until date of being drafted, he would be considered as a member of the working force.

Ruled: The period of time between the date when the firm went on a basis of division of time and the date when the trimmer was drafted is so great that it cannot be maintained that the trimmer was a member of the working force. The firm, therefore, is not required to re-employ the trimmer.

George L. Reep
Chairman.

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the trimmer was a member of the working force. The firm, there-
fore, is not required to re-employ the trimmer.

George A. V. [Signature]
Chairman.

P. 10. GENERAL AWARD OF WAGE INCREASES TO CUTTERS, AND WORKERS
IN MEN'S PANTS AND VEST SHOPS.

November 13, 1919.

The representatives of the Amalgamated presented demands for increases to workers in the cutting rooms, and workers in the vest and men's pants shops. The Joint Industrial Council of the market was unable to come to any agreement concerning these demands, and the question was accordingly submitted to the chairman for final decision.

A flat \$5. per week increase was requested by representatives of the Amalgamated for the workers in the pants and vest shops, and it was requested that the increase take effect as from November 1st 1919 in view of the fact that the workers in all coat shops received flat \$5. per week increases individually from all manufacturers and contractors on or before November 1st. No demand was made for an increase to workers in coat shops because the Amalgamated admitted that those workers had received increases as a result of individual action on the part of workers, contractors and manufacturers.

The Chairman called attention to the fact that the wage increase of August 15, 1919 was supposed to be final until December 1st, 1919, and stated that he would not take the responsibility of deciding any wage increase issue before December 1st in view of the agreement lasting till that date.

The representatives of the Manufacturers and the Amalgamated waived their rights under the agreement of August 15, 1919, and submitted the entire matter unconditionally to the Chairman for decision.

A flat \$6. per week increase was demanded for all workers in cutting rooms, and certain other demands were filed in writing.

1. The Chairman ruled that all skilled workers in vest and men's pants shops should receive a \$5. per week increase in their wages in the week ending November 15, 1919, increases to be effective only for the days beginning with November 10th; and that the unskilled workers in the vest and men's pants shops are to receive a \$3. per week flat increase under the same conditions. The classification or division between skilled and unskilled workers shall be decided by agreement between representatives of the Manufacturers' Association and officials of the Amalgamated, such issues as cannot be settled by agreement to be decided by the Chairman.

An investigation conducted by this office disclosed the fact that all the workers in both contracting and inside coat shops received at least a \$5. per week increase on or about

F. 10. GENERAL AWARD OF WAGE INCREASES TO CUTTERS, AND WORKERS

IN MEN'S PANTS AND VEST SHOPS.

November 18, 1919.

The representatives of the Amalgamated presented demands for increases to workers in the cutting rooms, and workers in the vest and men's pants shops. The Joint Industrial Council of the district was unable to come to any agreement concerning these demands, and the question was accordingly submitted to the Chairman for final decision.

A list \$5. per week increase was requested by representatives of the Amalgamated for the workers in the pants and vest shops, and it was requested that the increase take effect on November 1st 1919 in view of the fact that the workers in all cost shops received list \$5. per week increase individually from all manufacturers and contractors on or before November 1st. No demand was made for an increase to workers in cost shops because the Amalgamated admitted that those workers had received increases as a result of individual action on the part of workers, contractors and manufacturers.

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A list \$5. per week increase was demanded for all workers in cutting rooms, and certain other demands were filed in writing.

1. The Chairman ruled that all skilled workers in vest and men's pants shops should receive a \$5. per week increase in their wages in the week ending November 15, 1919, increases to be effective only for the days beginning with November 1st; and that the unskilled workers in the vest and men's pants shops are to receive a \$5. per week list increase under the same conditions. The classification or division between skilled and unskilled workers shall be decided by agreement between representatives of the Manufacturers' Association and officials of the Amalgamated, such issues as cannot be settled by agreement to be decided by the Chairman.

An investigation conducted by this office disclosed the fact that all the workers in both contracting and inside cost shops received at least a \$5. per week increase on or about

PLO. GENERAL AWARD OF WAGE INCREASES TO CUTTERS, AND WORKERS
IN MEN'S PANTS AND VEST SHOPS.

(continued - 2)

November 1st, as a result of individual bargaining and action by manufacturers, contractors and workers in the shops. The workers in the coat shops constitute about 85% of the workers in the trade. Accordingly the Chairman feels that there is little choice left to him in the matter of awarding the above increases to the remaining 35% of the workers in the trade who have faithfully observed the collective seasonal agreement.

2. The workers in the cutting rooms are awarded a \$8. per week increase on the same date as given above. These workers are awarded \$8. rather than \$5. because they have faithfully observed the general principles of the market agreement and the rulings of the Impartial Machinery during the full ten months that the agreement and machinery has been in existence. While these workers were formerly the highest paid in the industry they have maintained their scales and have not indulged in individual midseasonal bargaining, and it is felt that justice demands that they receive \$8., as that does not really amount to more than the total of collective and individual increases in the other branches.

3. Decision on all the other demands for the cutters which are on file in the Chairman's office is reserved for further negotiation and hearing.

4. The Chairman recorded a formal agreement entered into by all parties concerned that the increases which have been received by workers in coat shops, and those which are granted by this decision, shall be the final and only increases for the spring or light-weight manufacturing season; that the date of the expiration of that season shall be the same date as is fixed in the other clothing markets of the United States; and that there shall be no individual bargaining for individual or group increases during the season referred to.

George L. Deep.
Chairman.

P10. GENERAL AWARD OF WAGE INCREASES TO CUTTERS, AND WORKERS

IN MEN'S PANTS AND VEST SHOPS.

(continued - 2)

November 1st, as a result of individual bargaining and action by manufacturers, contractors and workers in the shops. The workers in the coat shops consistently about 50% of the workers in the trade. Accordingly the Chairman feels that there is little choice left to him in the matter of awarding the above increases to the remaining 50% of the workers in the trade who have faithfully observed the collective seasonal agreement.

2. The workers in the cutting rooms are awarded a \$8. per week increase on the same date as given above. These workers are awarded \$5. rather than \$2. because they have faithfully observed the general principle of the earlier agreement and the ruling of the Industrial Machinery during the fall ten months that the agreement and machinery has been in existence. While these workers were formerly the highest paid in the industry they have maintained their status and have not indulged in individual midseasonal bargaining, and it is felt that justice demands that they receive \$5., as that does not really amount to more than the total of collective and individual increases in the other branches.

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Wm. L. Taylor
Chairman

84. SINDEL, STERN & CO. INC.

November 14, 1919.

Complaint by Manufacturers' Association represented by Messrs. Conner, and Sindel of the firm.

Amalgamated represented by Mr. Stone.

The substance of the complaint is that the firm has suffered from restriction of output because of lack of shop discipline, and that two cutters, alleged to be primarily responsible for this condition of affairs, should be discharged. The Manufacturers' representative maintained that since the decision in case #39, which allowed the Amalgamated to discipline a worker in this establishment by withdrawing him from the shop, the firm had to increase the working force by three, and that even with this additional force was getting a smaller group production. Figures were submitted in support of the claim that restriction of output prevailed.

The evidence was not clear that the responsibility rested on the two men of whom complaint was made, although there was sufficient evidence to show that the conditions in the shop were not satisfactory. The representative of the Amalgamated maintained that the real cause of the trouble lay in the fact that the relations between the firm and the men were not very cordial.

Ruled: 1. No definite proof was submitted on which the request of the firm to have the two men discharged can be granted.

2. The evidence clearly shows that a very definite restriction of the normal output of the shop prevails, and the Amalgamated is instructed to see to it that this condition is corrected. Normal production must be attained and maintained within

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Complaint by Manufacturers' Association represented

by Messrs. Connor, and Sindel of the firm.

Amalgamated represented by Mr. Stone.

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suffered from restriction of output because of lack of shop dis-

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rected. Normal production must be attained and maintained within

84. SINDEL, STERN & CO. INC. (continued--2)

the first week after the full force in the cutting room is employed full time.

3. If this result is not secured at the expiration of the time stated, the Labor Manager of the Clothing Manufacturers' Industrial Exchange of New York is given complete authority to discharge such member or members of the working force of the shop as he desires, with the end in view of eliminating the inefficient factors, and the Amalgamated must replace such workers if the Labor Manager makes a request for replacements.

George L. Reef
Chairman.

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George J. Prof.
Chairman.

85. DECISION IN CASE OF HECHT & WOLF.

November 15, 1919.

Complaint by Amalgamated represented by Mr. Senter.

Manufacturers' Association represented by Mr. Englander,
and Mr. Wolf of the firm.

The complaint of the Amalgamated, in substance, is that four weeks ago the firm laid off the cutters without giving the men adequate notice or reason for lay off. It was also contended that the firm had not informed either the Manufacturers Association nor the Amalgamated. It was contended that although several subsequent requests had been made by the representative of the Amalgamated to secure information no definite reason or explanation was given by the firm.

The representative of the Amalgamated asked (a) that the firm should give the Impartial Chairman a definite answer as to whether or not it was the firm's intention to remain in business; (b) the men should receive an additional week's pay as compensation for the inadequate notice of lay off.

The representative of the Manufacturers' Association contended that the firm had already paid four days pay in lieu of notice. The cutters had only worked until the Tuesday of the week on which they were laid off but had actually been paid for the entire week. It was admitted that no definite reasons had been given by the firm and further contended that it was impossible at this time to give the reasons which were of a private nature. The firm, it was contended, had acted in good faith and, although unable to take the representative of the Amalgamated into confidence,

88. DECISION IN CASE OF HECHT & WOLF.

November 18, 1919.

Complaint by Amalgamated represented by Mr. Senter.
Manufacturers' Association represented by Mr. Englander,
and Mr. Wolf of the firm.

The complaint of the Amalgamated, in substance, is that
four weeks ago the firm laid off the cutters without giving the men
adequate notice or reason for lay off. It was also contended that
the firm had not informed either the Manufacturers Association nor
the Amalgamated. It was contended that although several subsequent
requests had been made by the representative of the Amalgamated to
secure information no definite reason or explanation was given by
the firm.

The representative of the Amalgamated asked (a) that the
firm should give the impartial Chairman a definite answer as to
whether or not it was the firm's intention to remain in business;
(b) the men should receive an additional week's pay as compensation
for the inadequate notice of lay off.

The representative of the Manufacturers' Association
contended that the firm had already paid four days pay in lieu
of notice. The cutters had only worked until the Tuesday of the
week on which they were laid off but had actually been paid for
the entire week. It was admitted that no definite reasons had been
given by the firm and further contended that it was impossible
at this time to give the reasons which were of a private nature.
The firm, it was contended, had acted in good faith and, although
unable to take the representative of the Amalgamated into confidence,

85. DECISION IN CASE OF HECHT & WOLF (continued - 2)

had endeavored to make clear to the cutters that the firm did not know whether it would be able to re-employ the men or not.

Ruled:- 1. The firm is ordered to give a definite answer to the Impartial Chairman as to whether it intends to remain in business or not. This answer to be given to the Chairman not later than noon of Monday 17th November. This request is made because it cannot be expected that the workers should remain indefinitely awaiting re-employment.

2. If the firm is still in no position to give a definite answer on the date set by the Impartial Chairman the firm is ordered to pay the workers, who have not been placed in other shops, three days pay as compensation for their enforced unemployment.

Henry L. Bell
Chairman.

Note: On Monday 17th November the Impartial Chairman was informed by the representative of the Manufacturers Association that the firm of Hecht & Wolf had decided to discontinue business.

had endeavored to make clear to the workers that the firm did not

know whether it would be able to re-employ the men or not.

Ruled:- 1. The firm is ordered to give a definite

answer to the Imperial Chairman as to whether it intends to remain

in business or not. This answer to be given to the Chairman not

later than noon of Monday 17th November. This request is made because

it cannot be expected that the workers should remain indefinitely

awaiting re-employment.

2. If the firm is still in no position to give a

definite answer on the date set by the Imperial Chairman the firm

is ordered to pay the workers, who have not been placed in other

shops, three days pay as compensation for their enforced unemployment.

Harry A. Wolf
Chairman.

Note: On Monday 17th November the Imperial Chairman was informed by the representative of the Manufacturers Association that the firm of Hecht & Wolf had decided to discontinue business.

81. DECISION IN CASE OF M. & W. NAUMBERG & CO.

November 19, 1919.

Complaint by the Amalgamated represented by Mr. Senter and committee of one.

Clothing Trade Association represented by Mr. Wheaton, Mr. Naumberg of the firm, and committee of three.

The complaint in substance is that a canvas cutter employed by the firm from May 1915 to October 1919 - except for a period during which the man was in the army - had been laid off, in company with the other members of the cutting room force on October 27th, but had not been given the benefit of division of time with the others. It was contended that covering a three week period, at the request of the firm, the man had on several occasions interviewed the foreman but had not been given work, and finally was discharged. The claim of the Amalgamated was that the cutter is entitled to division of time and reinstatement.

The representative of the Clothing Trade Association claimed that the man was discharged only after several attempts had been made by the foreman and shop chairman to have the cutter become a better workman. It was contended that he came to work fifteen minutes late two or three times a week; that he wasted a great deal of time talking to stock clerks, and that, although the work he was doing on canvas cutting should normally occupy only two or three days a week, he had failed to take the opportunity to learn other branches of the cutting trade. The evidence submitted by the representative of the Clothing Trade Association was substantiated.

Ruled:- 1. Reinstatement is not ordered and the decision of the firm to discharge the cutter is upheld.

2. The firm was not justified, however, in unduly delaying a decision which caused involuntary unemployment and the firm is ordered to pay the cutter one week's pay.

David C. Adie

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Chairman.

8X. DECISION IN CASE OF M. & W. MAUMBERG & CO.

November 19, 1919.

Complaint by the Amalgamated represented by Mr. Bentz and

committee of one.

Opposing Trade Association represented by Mr. Weston,

Mr. Maumberg of the firm, and committee of three.

The complaint in substance is that a canvass cutter employed by

the firm from May 1918 to October 1919 - except for a period during which

the man was in the army - had been laid off, in company with the other

members of the cutting room force on October 27th, but had not been given

the benefits of division of time with the others. It was contended that

covering a three week period, at the request of the firm, the man had on

several occasions interviewed the foreman but had not been given work,

and finally was discharged. The claim of the Amalgamated was that the

cutter is entitled to division of time and reinstatement.

The representative of the Opposing Trade Association claimed that

the man was discharged only after several attempts had been made by the

foreman and shop chairman to have the cutter become a better workman. It

was contended that he came to work fifteen minutes late two or three times

a week; that he wasted a great deal of time talking to stock clerks, and

that, although the work he was doing on canvass cutting should normally

occupy only two or three days a week, he had failed to take the opportunity

to learn other branches of the cutting trade. The evidence submitted by

the representative of the Opposing Trade Association was substantiated.

Resolved: 1. Reinstatement is not ordered and the decision of

the firm to discharge the cutter is upheld.

2. The firm was not justified, however, in unduly delaying

a decision which caused involuntary unemployment and the firm is ordered

to pay the cutter one week's pay.

James C. Case

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Chairman.

P 12. GENERAL DECISION CONCERNING CONTROVERSY BETWEEN
CHILDREN'S JACKET CONTRACTORS' ASSOCIATION
AND WORKERS IN ALL THEIR SHOPS.

November 21, 1919.

This issue was submitted to the Chairman for decision by representatives of the Children's Jacket Contractors' Association and representatives of the Children's Branch of the Amalgamated.

Briefly, the facts are that several weeks ago, as a result of a series of stoppages in the shops of many members of the Association, and as a result of continual demands for increases by the workers in these shops, the contractors of the Association in Brownsville and New York closed their shops and prevented the workers from working during a period of four days. It was brought out that notice was served by the Contractors' Association upon the Amalgamated in advance that such a lock-out was planned, but that the Amalgamated did not even answer or acknowledge this written notice or communication and failed to enter into negotiations to discuss the many complaints against the workers in these contracting shops. The representatives of the Amalgamated asserted that there was not sufficient justification for this lock-out and asked pay for the workers for the thirty-five hours lost as a result of the lock out.

1. The Chairman announced that there had been so many violations of the principles under which this machinery is conducted by both the contractors and workers in this particular branch of the industry that he would refuse to give a decision upon the issue submitted, or upon any other issues arising in this branch of the trade, until the Amalgamated and Children's Jacket Contractors' Association filed in this office a definite written agreement that henceforth every and all issues concerning industrial relations between the contractors in this trade and their workers should be considered as absolutely within the jurisdiction of the Impartial Machinery and the agreements under which that machinery operates. This ruling is made because the anomalous situation which has existed in this branch of the trade whereby contractors and workers used or did not use this machinery, as their fancy dictated, cannot be allowed to continue.

2. A written agreement having been filed in this office several days after the above ruling, the following decision is issued in connection with the issue involving the lock-out:-

The records of this office prove conclusively that the workers in the Children's Jacket Branch of the trade were the first ones to violate the general agreement and decision of August 15, 1919, which provided that no general or individual

P 12. GENERAL DECISION CONCERNING CONTROVERSY BETWEEN

CHILDREN'S JACKET CONTRACTORS' ASSOCIATION

AND WORKERS IN ALL THEIR SHOPS.

November 21, 1919.

This issue was submitted to the Chairman for decision by representatives of the Children's Jacket Contractors' Association and representatives of the Children's Branch of the Amalgamated.

Briefly, the facts are that several weeks ago, as a result of a series of stoppages in the shops of many members of the Association, and as a result of continual demands for increases by the workers in these shops, the contractors of the Association in Brownsville and New York closed their shops and prevented the workers from working during a period of four days. It was brought out that notice was given by the Contractors' Association upon the Amalgamated in advance that such a lock-out was planned, but that the Amalgamated did not even answer or acknowledge this written notice or communication and failed to enter into negotiations to discuss the many complaints against the workers in these contracting shops. The representatives of the Amalgamated asserted that there was not sufficient justification for this lock-out and asked pay for the workers for the thirty-five hours lost as a result of the lock out.

1. The Chairman announced that there had been so many violations of the principles under which this machinery is conducted by both the contractors and workers in this particular branch of the industry that he would refuse to give a decision upon the issue submitted, or upon any other issues arising in this branch of the trade, until the Amalgamated and Children's Jacket Contractors' Association filed in this office a definite written agreement that henceforth every and all issues concerning industrial relations between the contractors in this trade and their workers should be considered as absolutely within the jurisdiction of the Industrial Machinery and the agreements under which that machinery operates. This ruling is made because the anomalous situation which has existed in this branch of the trade whereby contractors and workers used or did not use this machinery, as their fancy dictated, cannot be allowed to continue.

2. A written agreement having been filed in this office several days after the above ruling, the following decision is issued in connection with the issue involving the lock-out:-

The records of this office prove conclusively that the workers in the Children's Jacket Branch of the trade were the first ones to violate the general agreement and decision of August 15, 1919, which provided that no general or individual

P 12. GENERAL DECISION CONCERNING CONTROVERSY BETWEEN
CHILDREN'S JACKET CONTRACTORS' ASSOCIATION
AND WORKERS IN ALL THEIR SHOPS. (Cont. - 2)
(November 21, 1919)

increases were to be asked or granted before December 1, 1919. There has been constant turmoil in these particular shops and not only the workers, but the junior officials and business agents have refused to submit themselves to the control of either this office or of the responsible officials of the Amalgamated. By threats, stoppages, and voluntary restriction of output they have secured many increases in violation of the agreement of their own organization. These actions have had a cumulative effect and, since the workers refused to be subject to the control or jurisdiction of this office, this office cannot hold that the Contractors' Association was unjustified in taking the action that it did, with the view of restoring some degree of sanity and control. Therefore, no pay is awarded for the thirty-five hours lost time. In view, however, of the fact that production was impaired for some time, it is ruled that the workers in all or any of the shops affected may make up for this lost thirty-five hours by working out these thirty-five hours overtime between now and January 1st, 1920, and that for these thirty-five hours overtime work the contractors shall pay for forty hours work. This slight concession is made merely in the interest of regaining the lost production.

G. W. L. R. R. R.
Chairman.

P 12. GENERAL DECISION CONCERNING CONTROVERSY BETWEEN

CHILDREN'S JACKET CONTRACTORS' ASSOCIATION

AND WORKERS IN ALL THEIR SHOPS. (Cont. - 2)

(November 21, 1919)

increased were to be asked or granted before December 1, 1919. There has been constant turmoil in these particular shops and not only the workers, but the Junior officials and business agents have refused to submit themselves to the control of either this office or of the responsible officials of the Association. By threats, stoppages, and voluntary restriction of output they have secured many increases in violation of the agreement of their own organization. These actions have had a cumulative effect and, since the workers refused to be subject to the control or jurisdiction of this office, this office cannot hold that the Contractors' Association was unjustified in taking the action that it did, with the view of restoring some degree of sanity and control. Therefore, no pay is awarded for the thirty-five hours lost time. In view, however, of the fact that production was impaired for some time, it is ruled that the workers in all or any of the shops affected may make up for this lost thirty-five hours by working out these thirty-five hours overtime between now and January 1st, 1920, and that for these thirty-five hours overtime work the contractors shall pay for forty hours work. This night concession is made merely in the interest of regaining the lost production.

Wm. D. Duff

Chairman.

P13 GENERAL AWARD OF INCREASES TO CONTRACTORS.

November 21, 1919.

The representatives of the Manufacturers' Association and the Contractors' Associations which are involved, having been unable to reach an agreement as to the percentage of increases in prices of garments to contractors to cover the wage increase awarded to workers in contracting shops on November 12, 1919, the question was referred to this office for decision.

On the basis of the wage data on file in this office, and careful estimates of increases in costs other than labor to the contractors since August 15, 1919, the following awards are made to cover the increase in the price of the manufacturer to the contractor:

To Vest Contractors	11.25%
To Pants Contractors	10.75%

Manufacturers who furnish sewings to contractors are entitled to deduct .75% (3/4 of 1 per cent) from the percentage increases herein awarded.

Only the actual increases in cost were considered in this award, and the tabulation of figures upon which the awards are based are on file in the office of the Chairman. No consideration has been given to the question of increase in profits to contractors, as that is a matter which cannot be mathematically fixed or determined and it is felt that the matter of profits is a business question that is not subject to the jurisdiction of this office.

George L. Peep
Chairman.

GENERAL AWARD OF INCREASES TO CONTRACTORS.

November 21, 1919.

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On the basis of the wage data on file in this office, and careful estimates of increases in costs other than labor to the contractors since August 18, 1919, the following awards are made to cover the increase in the price of the manufacturer to the contractor:

To Vest Contractors	11.25%
To Pants Contractors	10.75%

Manufacturers who furnish sewings to contractors are entitled to deduct .75% (3/4 of 1 per cent) from the percentage increases herein awarded.

Only the actual increases in cost were considered in this award, and the tabulation of figures upon which the awards are based are on file in the office of the Chairman. No consideration has been given to the question of increase in profits to contractors, as that is a matter which cannot be mathematically fixed or determined and it is felt that the matter of profits is a business question that is not subject to the jurisdiction of this office.

George L. Peck
Chairman.

XX. DECISION IN CASE OF INTERNATIONAL TAILORING CO.

November 21, 1919.

Complaint by the Amalgamated represented by Mr. Stone.

Clothing Trade Association represented by Mr. Wheaton.

The complaint in substance is that seven men, classed as learners in a statement prepared by the representatives of the Amalgamated and the Clothing Trade Association had not received the \$6. general increase awarded November, 1918, nor the midseason readjustment claim awaiting decision of the Impartial Chairman.

The representative of the Clothing Trade Association contended that these increases would be out of proportion to what the skilled workers had received.

In the light of the evidence contained in the statement, submitted by both parties, describing the work done by these men - it is ruled:-

1. Six of the seven workers are awarded an increase of \$4. This increase is to include the midseason readjustment as well as the general increase of November. When the men are competent mechanics, they are to receive individual consideration by the Impartial Chairman for a further increase.

2. One worker, because of conclusive evidence of careless workmanship is awarded an increase of \$3. The same conditions are to govern a future increase in this case as in that of the six others.

George L. Bell

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Chairman.

EX. DECISION IN CASE OF INTERNATIONAL TAILORING CO.

November 21, 1919.

Complaint by the Assigment represented by Mr. Stone.
Clothing Trade Association represented by Mr. Weston.
The complaint in substance is that seven men, claimed as
learners in a statement prepared by the representatives of the
Assigment and the Clothing Trade Association had not received the
\$6. General increase awarded November, 1919, nor the midseason
readjustment claim awaiting decision of the Imperial Chairman.
The representative of the Clothing Trade Association con-
tended that these increases would be out of proportion to what the
united workers had received.
In the light of the evidence contained in the statement,
submitted by both parties, describing the work done by these men - it
is ruled:-
1. Six of the seven workers are awarded an increase of \$4.
This increase is to include the midseason readjustment as well as the
general increase of November. When the men are competent mechanics,
they are to receive individual consideration by the Imperial Chairman
for a further increase.
2. One worker, because of conclusive evidence of superior
workmanship is awarded an increase of \$5. The same conditions are
to govern a future increase in this case as in that of the six others.

George F. Bell

Chairman.

P. 11. GENERAL AWARD OF WAGE INCREASES TO WORKERS IN
KNEE PANTS SHOPS AND CHILDREN'S JACKETS SHOPS.

November 21, 1919.

The representatives of the Children's Branch of the Amalgamated submitted demands for increases for the spring season to the Joint Industrial Council of the market during the week of November 10, 1919. The Council being unable to reach a decision, the question was submitted to the Chairman for decision.

A \$6. per week increase was demanded for all workers in children's jacket shops, and a general \$8. per week increase for all workers in children's knee pants shops.

The representatives of the Children's Branch objected to taking into consideration those increases which have been received by the workers in the children's jacket shops during October and since the decision of August 15, 1919, although they admitted that a great number of such increases had been granted. It was admitted by all parties that the workers in the knee pants shops had not violated the collective seasonal agreement and have not received increases since August 15th.

1. For the same reason set forth in the decision of November 12, which granted increases to workers in the men's branch of the trade, the workers in the knee pants shops are granted a general increase of \$5. per week to be effective as from November 10, in the same manner as the increases in the men's branch of the trade. There seems to be no good reason for granting the \$8. increase demanded.

2. Following the precedent set by the representatives of the Amalgamated themselves in the case of the workers in the coat shops for whom no increases were asked because of the fact that they had received a \$5. increase by individual action during November, no general increase is awarded to the workers in the children's jacket shops. In cases, however, where workers in the children's jacket shops have not received increases amounting to \$5. between the period of August 15 and November 10th, a wage adjustment is to be made not to exceed \$5. when increases already obtained are included in the computation; for example, workers who have received by individual action, an increase of \$2. during the period of August 15th and November 10th are to receive \$3. more.

There is no reason for differentiating between workers in the coat shops and those in children's jacket shops, especially since the workers in the latter shops were the first to violate the general agreement and decision of August 15, 1919.

3. The provision contained in the decision of November 12, 1919, (granting increases to cutters and other workers) with regard to the period covered by the increase applies to this decision, and it was definitely agreed by all parties that the increases granted by the Chairman shall be final for the spring manufacturing season.

George L. Bell
.....
Chairman.

P. 11. GENERAL AWARD OF WAGE INCREASES TO WORKERS IN
KNEE PANTS SHOPS AND CHILDREN'S JACKET SHOPS.

November 21, 1919.

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children's knee pants shops.

The representatives of the Children's Branch objected to taking
into consideration these increases which have been received by the
workers in the children's jacket shops during October and since the
decision of August 15, 1919, although they admitted that a great number
of such increases had been granted. It was admitted by all parties that
the workers in the knee pants shops had not violated the collective bargain
at agreement and have not received increases since August 15th.

1. For the same reason set forth in the decision of November 15,
which granted increases to workers in the men's branch of the trade, the
workers in the knee pants shops are granted a general increase of \$5.
per week to be effective as from November 10, in the same manner as the
increases in the men's branch of the trade. There seems to be no good
reason for granting the \$8. increase demanded.

2. Following the precedent set by the representatives of the
Amalgamated themselves in the case of the workers in the coat shops for
whom no increases were asked because of the fact that they had received
a \$5. increase by individual action during November, no general increase
is awarded to the workers in the children's jacket shops. In cases, how-
ever, where workers in the children's jacket shops have not received in-
creases amounting to \$5. between the period of August 15 and November 10th,
a wage adjustment is to be made not to exceed \$5. when increases already
obtained are included in the computation; for example, workers who have
received by individual action, an increase of \$2. during the period
of August 15th and November 10th are to receive \$3. more.

There is no reason for differentiating between workers in the
coat shops and those in children's jacket shops, especially since the
workers in the latter shops were the first to violate the general
agreement and decision of August 15, 1919.

3. The provision contained in the decision of November 15, 1919,
(granting increases to cutters and other workers) with regard to the
period covered by the increase applies to this decision, and it was delib-
erately agreed by all parties that the increases granted by the Chairman
shall be final for the spring manufacturing season.

George L. Bell
Chairman

87. DECISION IN CASE OF J. J. PREIS (continued - 2)

November 26, 1919.

effect the change but agreed to have process completed not later than January 1st, 1920.

The Chairman ruled:

1. The firm is ordered to have the workers who have been laid off placed at work at the very earliest time practicable and that when the status quo of the working force is established the Amalgamated shall proceed to carry out the assurances given to the firm with regard to the replacement of certain workers.

2. There was no occasion for stopping the men who were at work and the Business Agent of the Amalgamated is reprimanded for his action on this occasion.

Davis C. Adie

Associate Chairman.

87. DECISION IN CASE OF J. J. BREKE (continued - 2)

November 28, 1918.

effect the change but agreed to have process completed not later than
January 1st, 1919.

The Chairman ruled:

1. The firm is ordered to have the workers who have

been laid off placed at work at the very earliest time practicable
and that when the status quo of the working force is established the
Assignment shall proceed to carry out the assurances given to the
firm with regard to the replacement of certain workers.

2. There was no occasion for stopping the men who
were at work and the Business Agent of the Assignment is reprimanded
for his action on this occasion.

David C. White

Associate Chairman.

11.X. DECISION IN CASE OF CURRICK, LEIKEN & BANDLER.

November 26, 1919.

A mutual complaint was made by the Clothing Trade Association represented by Mr. Wheaton and the Amalgamated represented by Mr. Marguglio.

The complaint, in substance, is that a sleeve-sewer had informed the firm that unless he received an increase he would go to another shop. The representative of the Amalgamated had informed this worker that he must not leave the firm but the worker had stated that he could obtain a pass from another local of the Amalgamated.

The firm, in accordance with the November wage agreement, had refused to give the increase demanded and asked that the Amalgamated prevent the man from leaving their employ. The worker is the only sleeve-sewer in the working force, and, consequently is a key man.

The representative of the Amalgamated concurred in the statements made by the representative of the Clothing Trade Association.

The Chairman ruled:

1. The worker is not to receive the increase since the November wage award, by agreement between the Amalgamated and the Clothing Trade Association, is final for the light weight season.

2. The Amalgamated is obligated to see that labor turnover is reduced to the minimum in the market, and, consequently, the worker should not be given a pass to another concern.

Daniel C. Odie
9
Associate Chairman.

11. K. DECISION IN CASE OF CURTICK, LEIKEN & BANDLER.

November 28, 1918.

A mutual complaint was made by the Clothing Trade Association represented by Mr. Wharton and the Amalgamated represented by

Mr. Hargrave.

The complaint, in substance, is that a sleeve-sewer had informed the firm that unless he received an increase he would go to another shop. The representative of the Amalgamated had informed this worker that he must not leave the firm but the worker had stated that he could obtain a pass from another local of the Amalgamated.

The firm, in accordance with the November wage agreement, had refused to give the increase demanded and asked that the Amalgamated prevent the man from leaving their employ. The worker is the only sleeve-sewer in the working force, and, consequently is a key man. The representative of the Amalgamated concurred in the statements made by the representative of the Clothing Trade Association.

The Chairman ruled:

1. The worker is not to receive the increase since the November wage award, by agreement between the Amalgamated and the Clothing Trade Association, is final for the light weight season.
2. The Amalgamated is obligated to see that labor turnover is reduced to the minimum in the market, and, consequently, the worker should not be given a pass to another concern.

J. J. O'Brien
Associate Chairman.

SUPPLEMENTARY STATEMENT TO THE GENERAL AWARD OF WAGE INCREASES
TO WORKERS IN THE CHILDREN'S JACKET SHOPS, ISSUED NOV. 21, 1919,

by George L. Bell, Chairman.

December 4, 1919.

The administration of the above award has proved to be difficult because of the introduction of new factors into the situation which are beyond the control of the machinery established by the Manufacturers' Association and the Amalgamated Clothing Workers of America. It has become necessary to revise the decision in the light of these new conditions. The principle embodied in the decision of November 21st is affirmed but in order to facilitate the administration of this award, the dates governing the wage adjustment are altered from August 15 and November 19 to October 20, and November 24th.

Under this revision, award #2 of the decision of November 21, 1919 is to read:

"2. Following the precedent set by the representatives of the Amalgamated themselves in the case of the workers in the coat shops for whom no increases were asked because of the fact that they had received a \$5. increase by individual action during November, no general increase is awarded to the workers in the children's jacket shops. In cases, however, where workers in the children's jacket shops have not received increases amounting to \$5. between the period of October 20 and November 24, a wage adjustment is to be made not to exceed \$5. when increases already obtained are included in the computation; for example, workers who have received by individual action, an increase of \$2. during the period October 20 and November 24 are to receive \$3. more.

"There is no reason for differentiating between workers in the coat shops and those in children's jacket shops, especially since the workers in the latter shops were the first to violate the general agreement and decision of August 15, 1919."

In all other respects the decision announced by the Chairman on November 21 is to remain intact.

David C. Adie
.....
Associate Chairman.

SUPPLEMENTARY STATEMENT TO THE GENERAL AGREEMENT ON WAGE INCREASES
TO WORKERS IN THE CHILDREN'S JACKET SHOPS, ISSUED NOV. 27, 1919.

by George L. Bell, Chairman.

December 6, 1919.

The administration of the above award has proved to be
difficult because of the introduction of new factors into the
situation which are beyond the control of the machinery estab-
lished by the Manufacturers' Association and the Amalgamated
Clothing Workers of America. It has become necessary to revise
the decision in the light of these new conditions. The principles
embodied in the decision of November 1919 are affirmed but in order
to facilitate the administration of this award, the date govern-
ing the wage adjustment are altered from August 15 and November 15
to October 15 and January 15.

Under this revision, award 12 of the decision of November
11, 1919 is to read:

"12. Following the precedent set by the representatives
of the Amalgamated Workers in the case of the workers in
the coat shops for whom no adjustment was asked because of
the fact that they had received a 15% increase by individual
action during November, no general increase is awarded to
the workers in the children's jacket shops. In cases where
where workers in the children's jacket shops have not received
increases amounting to 15% between the periods of October 15
and January 15, a wage adjustment is to be made and is
awarded 15% when increases already obtained are included in
the computation; for example, workers who have received 10%
individual action, an increase of 15% during the period
October 15 and January 15 are to receive 25% more.

"There is no reason for differentiating between workers
in the coat shops and those in children's jacket shops, espe-
cially since the workers in the latter shops were the first
to violate the general agreement and decision of August 15, 1919.

In all other respects the decision embodied by the decision
on November 11 is to remain intact.

George L. Bell
.....
Associate Chairman.

89. DECISION IN CASE OF COHEN, ENDEL & CO.

December 4, 1919.

Complaint by the Amalgamated represented by Mr. Stone.

The Manufacturers' Association represented by Mr. Connor.

The complaint in substance is that a lining cutter, five years with the firm and a bushelman three years with the firm, had not received the full general increase of \$6. awarded in November 1919.

The representative of the Manufacturers contended that the lining cutter was a learner and that the bushelman was an old man who was not giving the production that could be expected under ordinary circumstances.

The representative of the Amalgamated contended that no man who had been several years at the trade could be considered a learner.

The Chairman ruled: 1. That the lining cutter is to receive the full \$6. increase.

2. That the firm is upheld in the decision it has made with reference to the bushelman and because of the conditions surrounding his work he is not awarded the full \$6. increase.

David C. Arlie.
Associate Chairman.

88. DECISION IN CASE OF COHEN, ENDEL & CO.

December 4, 1919.

Complaint by the Amalgamated represented by Mr. Stone.

The Manufacturers' Association represented by Mr. Connor.

The complaint in substance is that a lining cutter, five years with the firm and a bushelman three years with the firm, had not received the full general increase of \$8. awarded in November 1919.

The representative of the Manufacturers contended that the lining cutter was a learner and that the bushelman was an old man who was not giving the production that could be expected under ordinary circumstances.

The representative of the Amalgamated contended that no man who had been several years at the trade could be considered a learner.

The Chairman ruled: 1. That the lining cutter is to receive the full \$8 increase.
2. That the firm is upheld in the decision it has made with reference to the bushelman and because of the conditions surrounding his work he is not awarded the full \$8. increase.

J. David C. Davis
Associate Chairman